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Date: September 5, 1952

Mr. Mario K. Giordano

Dear Mr. Giordano:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as a contract agent for certain services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for such services you will be paid an amount calculated at the rate of \$4200 per annum. Of this amount, \$250 will be deposited monthly to the account of your wife in the United States. You will receive the equivalent in German currency of \$100 monthly. No taxes will be withheld from these amounts, and it will be your responsibility and your wife's responsibility to report such income under existing Federal income tax laws and regulations.

2. Travel. Expenses which you incur in traveling and in otherwise carrying out your duties will be reimbursed in all cases in which the expenses have been directed and authorized by the Government. You will be authorized per diem in the amount of 25 DM in lieu of subsistence in the course of such travel.

3. Benefits. In the event you receive an injury or disability while engaged in the performance of this contract, you will be entitled to medical, surgical, hospital services and supplies, transportation and disability benefits in such amount as in the sole discretion of the U. S. Government is proper, provided said benefits shall not exceed a total of \$5000.

In the event of your death while directly engaged in the performance of services required under this contract, the United States Government will pay the sum of \$5000 to your heirs or the legal representatives of your estate.

4. Evacuation. In the event of the evacuation of Germany, you and members of your immediate family residing with you at the time will be given such assistance as can be accorded, resembling that given to American citizens on duty in Germany.

5. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws dated 25 June 1948, as amended, and other applicable laws and regulations.

6. Instructions. Instructions received by you from the Government in briefing or training are a part of this contract and are incorporated herein to the extent that such instructions are not inconsistent with the terms hereof.

7. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

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1308-12(2)

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SOURCE METHOD EXEMPTION 3828
NAZI WAR CRIMES DISCLOSURE ACT
DATE 2008

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8. Term. This contract is effective as of 5 September 1952, and shall continue thereafter for a period no longer than your residence in Germany or one year, whichever period is shorter, unless sooner terminated by the Government either:

- (a) By 30 days actual notice to you from the Government, or
- (b) Without prior notice, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

You may, in turn, terminate this contract upon written advance notice, which will become effective one month from the date of receipt. Subject to the availability of appropriations, this agreement may be renewed for successive periods of one year each upon notice from the Government accepted by you. Termination of this agreement will not release you from the obligations of any security oath you may be required to take.

UNITED STATES OF AMERICA

BY 

Contracting Officer

ACCEPTED:


Mario K. Giordano

APPROVED:

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